

LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS

Minutes of Business Meeting held May 2, 2006

A regular business meeting of the Lower Paxton Township Board of Supervisors was called to order at 7:32 p.m. by Chairman William B. Hawk on the above date in the Lower Paxton Township Municipal Center, 425 Prince Street, Harrisburg, Pennsylvania.

Supervisors present in addition to Mr. Hawk were William C. Seeds, Sr., Gary A. Crissman, and David B. Blain.

Also in attendance were George Wolfe, Township Manager; Steve Stine, Township Solicitor; Dave Habowski, J. Michael Brill and Associates; and Richard A. Curry, Graystone Bank.

Pledge of Allegiance

Mr. Crissman led the recitation of the Pledge of Allegiance.

Approval of Minutes

Mr. Crissman made a motion to approve the minutes of the March 7, 2006 business meeting, March 14, 2006 administrative workshop meeting, and the March 21, 2006 business meeting. Mr. Blain seconded the motion, and a unanimous vote followed.

Public Comment

No comment was presented.

Chairman and Board Member's Comments

No comments were presented

Manager's Report

Mr. Wolfe noted that the Township's Leaf/waste Program is currently underway. This program includes anything that grows in a yard except for grass. He noted that grass is to be put out with the regular trash. He explained that residents can take their leaf/waste to the Compost Facility on Conway Road, or they can participate in the Leaf/waste Program for a fee of \$66 per year. He explained that the Township collects leaf/waste at curbside site on a bi-weekly basis and residents interested in this service can contact the Township Administrative offices to sign up for the program. He noted that the Compost facility is open for service on Tuesdays, Thursdays and Saturdays from 7:30 a.m. to 5 p.m.

Mr. Wolfe noted that the Pennsylvania Department of Environmental Protection, in cooperation with the Penn State Cooperative Extension, are teaming up to offer local residents a composting workshop, and free backyard composting bins. He explained that residents would not have to travel to sites like the Compost facility; instead, they could compost their leaf/waste materials in their own backyards. He noted that most organic waste could be used to start a home compost pile, and that the final product could be used as a nutrient for lawns and gardens. He noted that 21% of household waste is organic materials. He reported that the workshops will be held at the Dauphin County Extension Office on Peters Mountain Road on Thursday, May 4, 2006, from 9:30 a.m. to 11 a.m., and an evening workshop will run from 7 p.m. to 9 p.m. He stated that interested persons must pre-registration by calling 921-8803.

Mr. Wolfe noted that residents might have seen the signs for Possibility Place, a playground that is to be built at the Thomas B. George Jr. Park, by Inspired Recreation. He explained that Inspired Recreation is a group of volunteers who will build the facility, and the facility will be totally handicapped accessible to encourage children with all physical abilities to

recreate outside. He noted that the residents are encouraged to donate their time or funds to help to construct the playground.

Mr. Wolfe noted that the Koons Pool Board is still in need of volunteers to keep the pool operational for the upcoming summer season. Individuals who are interested in helping can contact Randy or Vicki Koppenheffer at 657-1438.

Old Business

Grant agreement between the Township and Dauphin County

Mr. Hawk noted that it was very nice to be able to accept a Dauphin County Community Development Block Grant (CDBG) for the Friendship Community Center (FCC) Senior Annex.

Mr. Wolfe explained that the grant is for \$90,000.00 in CDBG funds that is to be used for the FCC Annex addition to house the senior citizens, Monday through Friday, for eight hours a day. He noted that the block grant will be used, in conjunction with two other block grants that the Township has received, to bring the total to \$240,000.00 in grant funds. Mr. Crissman explained that this is the money the Township petitioned from the Dauphin County Commissioners, and that it is a wonderful contribution to the Senior Center. Mr. Wolfe noted that the Township has asked for additional funding from Dauphin County as well as from the Dauphin County Area on Aging, although no commitments has been received at this time.

Mr. Seeds questioned when the grand opening would be scheduled. Mr. Wolfe answered that it would need to be set by the Board members during the workshop session.

Mr. Crissman made a motion to accept the grant for \$90,000 from Dauphin County from the CDBG funds for the new senior annex at the Friendship Community Center. Mr. Blain seconded the motion and a unanimous voice vote followed.

Mr. Crissman announced that there is a problem with the microphone system, and he requested the speakers to speak loudly.

New Business

Change Order #2 for the SC-1 sanitary sewer replacement contract

Mr. Wolfe noted that the Board members received several pages of information, and explained that during the sanitary sewer mini-basin projects, in some instances, damage is done to public streets that need to be repaired. He noted that, in the Devon Manor development, the streets had been constructed under old standards, and more repaving had to be completed than initially planned.

Mr. Wolfe noted in the Spring Creek Mini-basin 1-I and 1-F, the situation is not as bad as what was found in the Devon Manor area, however, staff is requesting a change order proposal from the contractor, Michael F. Ronca and Sons, to perform additional paving work which Mr. Robbins feels is necessary. He noted that the total amount of the change order for additional paving is \$12,227.99, and noted that the original contract amount was \$949,065.00.

Mr. Crissman made a motion to approve Change Order #2 for the Spring Creek-1 sanitary sewer replacement contract for the paving and restoration costs in the amount of \$12,227.99. Mr. Blain seconded the motion and a voice vote followed: Mr. Blain, aye; Mr. Crissman, aye; Mr. Seeds, aye; and Mr. Hawk, aye.

Action on Bids for lining service laterals in certain SC-1 mini-basins

Mr. Wolfe noted that he included the summary of the bid openings and the bid results. He explained that it is staff's, Township Engineer's, and Township Authority Solicitor's opinion that all bids be rejected due to the bid deficiencies from the lowest responsible bidder. He noted that all bids were much higher than the Engineer's estimate, and there were a few minor bid

specification issues that needed to be addressed. He noted that it is staff's recommendation to reject the bids and authorize staff to rebid if necessary.

Mr. Seeds noted that a few of the contractors bid higher because the contract time was 70-days. He noted that there was a concern that the work could not be completed in that time period. He questioned if the time period could be extended when the work was rebid. Mr. Wolfe answered that the 70-day period was chosen due to the consent decree requirements. He noted that staff is considering digging and replacing the pipes instead of completing the lining work. He noted that the Engineer is looking at this alternative, as well as, providing a lining specification that would create more competition among bidders.

Mr. Crissman made a motion to approve rejecting all bids for lining service laterals in certain Spring Creek mini-basins, and to rebid with new specifications. Mr. Blain seconded the motion, and a voice vote followed: Mr. Blain, aye; Mr. Crissman, aye; Mr. Seeds, aye; and Mr. Hawk, aye.

Action on bids for restoration of 1015 Wooded Pond Drive

Mr. Wolfe explained that this bid is for restoration activity to abate code violations that exist within 1015 Wooded Pond Drive. He noted that the Township's Code Enforcement Officer had cited the property owner, and the property owner refused to correct interior code violations. As a result, the Codes Officer has ordered the property to be vacated, and has taken possession of the property for the purposes of undertaking restoration activities.

Mr. Wolfe noted that three bids have been received, and Restore Core submitted the lowest bid in the amount of \$20,973.00. He noted that staff had reviewed the bid; found it to be complete, and recommends to award the bid to Restore Core in the amount listed above. Mr. Wolfe noted that Restore Core has provided services to the Township in the past that has been

acceptable. He noted that the costs of services to abate the code violations, to include the restoration activities and the legal expenses, in regard to this matter, are a lien against the property, which the Township will recover at some point in the future.

Mr. Crissman made a motion to award the bid for the restoration of 1015 Wooded Pond Drive to Restore Core in the amount of \$20, 973.00 as presented by Mr. Wolfe. Mr. Blain seconded the motion, and a voice vote followed: Mr. Blain, aye; Mr. Crissman, aye; Mr. Seeds, aye; and Mr. Hawk, aye.

Preliminary/final land development plan for Graystone Bank at Kings Pointe

Ms. Wolfe explained that the purpose of the plan is to construct a 2,400 square foot bank, with three drive-through lanes, on the vacant Lot #1 of “Kings Point” (formerly Chateau Woods). The property is located on the southwest corner of Linglestown Road and Versailles Drive intersection. He noted that this is a signalized intersection. The property is zoned BC – Business Campus, and contains .777 acres. The property will be served by public sewer and public water.

Mr. Wolfe explained that on April 12, 2006, the Planning Commission recommended the approval of the plan and waiver requests. He noted that the applicant requested the following waivers, site-specific conditions, general conditions, and staff comments: 1) Waiver of the requirement to provide a preliminary plan submission; 2) Waiver of the requirement to provide U.S. Coast and Geodetic Survey Datum; 3) Wavier of the requirement to provide sidewalk along Linglestown Road; 4) Wavier of the requirement to provide storm inlet tops with 10” curb reveal; 5) If all utilities information has been provided on plan sheet 1, remove the word “partial” from the list of utilities or provide additional information; 6) Plan approval shall be subject to providing original seals and signatures on the plan; 7) Plan approval shall be subject to the

payment of engineering review fees; 8) Plan approval shall be subject to the establishment of an improvement guarantee; 9) Plan approval shall be subject to the Dauphin County Conservation District's review of the Erosion and Sedimentation Control Plan; 10) Plan approval shall be subject to DEP's approval of a sewage facilities planning module; 11) Plan approval shall be subject to the Lower Paxton Township Sewer Department's review and approval of the sanitary sewer design; 12) Plan approval shall be subject to addressing all comments of James Snyder, HRG, Inc.; 13) A street/storm sewer construction permit is required for construction of storm water facilities; and 14) All signage must meet the requirements of Lower Paxton Township's Sign Ordinance. A sign permit is required prior to the installation of any signs.

Mr. Wolfe noted that staff does not support the waiver of the requirement to provide sidewalks along Linglestown Road, and believes that Linglestown Road, as it develops, will become pedestrian oriented and sidewalks are necessary.

Mr. Wolfe noted that comment #7 from James Snyder's memorandum dated April 26, 2006 has been addressed.

Mr. Wolfe explained that Graystone Bank completed a traffic impact study, noting that there is an impact on the off-site intersection of Crums Mill and Linglestown Roads. He noted that the executive study of the impact study is included in the packet of information. He reported that the study shows that Graystone Bank would contribute 2.65% of the traffic at the intersection of Crums Mill and Linglestown Roads.

Mr. Wolfe noted that Mr. Dave Habowski, from J. Michael Brill, is present to represent the plan.

Mr. Seeds noted that Versailles Drive was designed and built for a housing development. Mr. Wolfe explained that two or three front parcels on Linglestown Road were not planned for a

residential use. Mr. Seeds suggested that the drive lanes only appear to be ten-foot wide at the entrance and exit lanes. Mr. Wolfe noted that the developer would not be touching Versailles Drive, as it was constructed in accordance with the plan previously approved by the Board of Supervisors.

Mr. Seeds questioned if the retention area on the western end of the lot would remain as it is. Mr. Habowski answered that it would. He explained that it was originally designed to handle a certain amount of impervious coverage associated with the lot. Mr. Seeds questioned if it would be changed. Mr. Habowski answered that he proposes to install a pipe to out-let into it, with riprap apron, and a concrete channel.

Mr. Seeds suggested that the ingress and egress do not appear to have enough footage to locate all the items on the lot and still have the retention pond remain as it is. Mr. Habowski noted that HRG, Inc. has reviewed the Stormwater Management report, and found that there is significant detention area to handle the stormwater.

Mr. Seeds noted that there is a street that dead ends south of the drive-in lanes, and he questioned what would happen to the street. Mr. Habowski noted that the road would not be connected to the bank, and curbing and grading will be placed in this area. Mr. Curry noted that the street has an extensive tree line that would be in the area of the dead-end, and he explained that the bank has no intention of extending the road to the bank since the dead-end street is located on another person's property. Mr. Seeds suggested that Mr. Curry should contact the owner of the property to see what their intentions are. Mr. Curry questioned if there had been any problems with the dead-end street. Mr. Seeds noted that he is not aware of any problems, since he does not live in the area.

Mr. Crissman questioned if Graystone Bank would be willing to amend the waiver for the requirement to provide sidewalks. Mr. Habowski answered that he believes that sidewalks are not necessary along Linglestown Road because the nearest sidewalk is approximately 1,200 feet away. He noted that PENNDOT does not want sidewalks next to the curb line, therefore he would need to install the sidewalks on the property, and several utility poles, and underground sanitary sewer, underground electric and telephone service are located in that area. Mr. Curry noted that pole guidelines extend down, and that was the reason for the separation in the paving on the parking lot.

Mr. Crissman noted that in response to the sidewalk request, there may not be anything close at this time, but that does not mean that there won't be in the future, and the Township is planning for the entire corridor according to the Comprehensive Plan. He noted that he does not agree that this is a good enough reason for the waiver request.

Mr. Crissman noted that Mr. Habowski stated that PENNDOT would not permit the sidewalk next to the curbing. He noted that if this were true, he would like to see this in writing from PENNDOT.

Mr. Seeds noted that the area is zoned Business Campus, and as the land is developed for professional offices, part of the permitted uses are certain smaller services that people would need to walk to. He noted that sidewalks are needed for this reason. He noted that the entire area would be changing, and sidewalks are very desirable for that area.

Mr. Curry noted that he recognized the reasons for the sidewalks, and that the 1,200 feet would eventually close up, but his concern is dealing with the utilities. He noted that there are guide wires that cannot be relocated, and they cut into the paving aspect of the project, and

modifications to the design were necessary. Mr. Crissman noted that these are obstacles that the developer would need to overcome.

Mr. Crissman stated that the traffic impact study noted the impact that the new bank would have at the Crums Mill Road intersection, which means the Township may have to consider putting a traffic light at that intersection in the future. He requested to know what type of contribution the bank would be willing to make to the Township towards traffic signalization. Mr. Curry noted that he would need to speak to the Board of Directors for Graystone Bank to determine this. Mr. Crissman noted that it is very important, to the Board of Supervisors, that when a business moves into an area, that they share the cost of the traffic signal, and that the burden is not put solely on the Township residents. Mr. Curry questioned if the Board would accept some type of security for long-term development of the traffic signalization, or would it require the contribution at this time. Mr. Crissman answered that, speaking for himself, he would prefer to have the contribution at this time. Mr. Hawk noted that a contribution at this time would be preferred, especially since the traffic study shows that a traffic signal would be warranted. Mr. Hawk noted that the contribution would be in relation to the percentage of impact that the bank would have on the intersection. Mr. Curry noted that he would address this with the bank members and respond accordingly. Mr. Seeds explained that the Board members make this request of all developers, and puts the funds into an account to use when the traffic signal would be installed.

Mr. Crissman noted, in light of Mr. Curry's comment that he needed to go back to the Board of Directors for information, that it would not be inappropriate to take any action on the plan at this time. He requested that he would also like to address waiver #3, regarding sidewalks, at a later time as well. Mr. Hawk suggested that it would be good to table the plan for this

evening. Mr. Curry noted that the bank would like to move on this project as soon as possible. Mr. Crissman noted that he understands, but he has an obligation to the citizens of the Township.

Mr. Crissman made a motion to table the preliminary/final land development plan 2006-11 for Graystone Bank at Kings Pointe as presented. Mr. Blain seconded the motion, and a voice vote followed: Mr. Blain, aye; Mr. Crissman, aye; Mr. Seeds, aye; and Mr. Hawk, aye.

Resolution 06-15; Planning module for the Croft/Brinkerhoff subdivision plan
Resolution 06-16; Planning module for the Reinke subdivision plan

Mr. Wolfe explained that these two planning modules are standard practice for developments previously approved by the Board of Supervisors. He noted that it provides for sanitary sewer capacity for both developments.

Mr. Crissman suggested combining both planning modules into one motion. Mr. Hawk noted that he would have no objection to this.

Mr. Crissman made a motion to approve Resolution 2006-15, the Planning Module for the Croft/Brinkerhoff subdivision plan, and Resolution 2006-16, the Planning Module for the James P. & Susan C. Reinke subdivision plan. Mr. Blain seconded the motion, and a unanimous voice vote followed.

IMPROVEMENT GUARANTEES

The Townes at Forest Hills

A new letter of credit with Graystone Bank in the amount of \$374,5000.00 with an expiration date of April 26, 2007.

Mr. Blain made a motion to approve the improvement guarantee for the Townes at Forest Hills. Mr. Crissman seconded the motion, and a unanimous voice vote followed.

Mr. Hawk noted that there were four improvement guarantees for Meadowview Village. He explained that the owner, Mr. Kessler, who began the construction of Meadowview Village, was selling it to Cornerstone at Meadowview. It was noted by members of the audience that the development has already been sold.

Mr. Hawk noted that, members in the audience, came to the meeting to complain that they have issues with the lack of paving. He noted that the original developer is asking for a release from his line of credit since the property has been sold, and the purpose is to establish a new line of credit for the new owner of the property. Mr. Hawk suggested that it would be the new property owner's responsibility to complete the unfinished work.

Nancy Moffatt, 118 Leonard Drive noted that Phase I was to be completed by Eric Kessler, and it has been sold. She noted that Mr. Kessler never paved the driveways, or finished paving the street or the trail. She noted that she has lived in the development for three years. She stated that Mr. Kessler has a bond for this work. Mr. Wolfe noted that that is what the Board of Supervisors was discussing. She noted that she is concerned that the work for Phase I should be completed prior to the release of the bond. Mr. Blain noted that the Board has the ability to prevent the bond from being postponed, to ensure that the work is completed within a certain time frame. Mr. Blain noted that since Mr. Kessler has sold the property, the Township must release him from completing the improvements, and force this work on the new owner. Ms. Moffatt noted that it would not happen because the new owners told her that when they purchased the property from Mr. Kessler they purchased the ground for Phase II only. She noted that Mr. Kessler received the funds to complete Phase I, but never completed the work. She noted that the streets are not paved, the manholes are too high, the drain-off doesn't work because it is too high, and the driveways are incomplete. Mr. Wolfe explained that the Township

does not hold funds for driveways, but for the public improvements only. Ms. Moffatt questioned if that would include the street and the trail. Mr. Wolfe answered that that was correct. He noted that the Township was holding \$124,866.55 for improvements, but he did not know if the improvements were scheduled to be completed in a certain phase.

Mr. Hawk noted that Lexon Insurance Company is requesting that the bond be increased by \$11,351.50 to bring the total bond to \$124,866.55. He explained that Mr. Wolfe was checking to see what phase the work was to be completed in. He noted that he was looking at a detailed list of items compiled by Mr. Robbins on June 20, 2005, that needs to be completed.

Ms. Frances Fonner, 115 Leonard Lane questioned if the streets in the development belong to the Township. Mr. Hawk answered that they do not. Ms. Fonner noted that the Township would have no control over the paving of the roads. Mr. Hawk explained that the Township has some control because it is holding a bond that indicates that Mr. Kessler must perform certain functions. Mr. Blain noted that the Township had some control over the paving of the streets, even though it does not own the streets. Mr. Seeds noted that the streets would be private streets, and would not be plowed by the Township. Mr. Crissman noted that the residents pay to have the streets maintained through their Homeowners Association. He noted that there are certain requirements that the builder must meet when the roads are built. Mr. Crissman noted that the new owner would be required to meet these measures also.

Ms. Fonner noted that the residents are totally in the dark regarding all these issues. She noted that the Homeowners Association has only met once in three years.

Mr. Wolfe explained that the improvement guarantee in the amount of \$124,866.55 is for the residential portion of the development, and the improvement guarantee for \$36,000.00 is for the office buildings. He noted that the larger amount, which is to be released and rewritten to a

new owner, is for the public improvements that the individuals are concerned about. Mr. Crissman noted that this would include Phase I. He explained that the improvement guarantee must be released from Mr. Kessler and rewritten for the new owner, and the new owner would be responsible to complete the tasks that they said they would. Mr. Blain explained that the new owner, Cornerstone at Meadowview, must complete the work, or the Township could take the funds from the bond to complete the work. Ms. Moffatt requested the Board members to refrain from releasing Mr. Kessler from his bond. She noted that it has been made very clear to the residents that Cornerstone has no responsibility for anything that was done under Phase I. Mr. Wolfe noted that the new improvement guarantee would be with Cornerstone, and they would be the responsible party liable to the Township, and the Township would be holding money from them to do the improvements. Mr. Wolfe noted that, under the current letter of credit, Mr. Kessler had until March of 2007 to complete the work. He noted that the Board members could reduce the time frame if they so desired.

Mr. Blain suggested that the request from Mr. Kessler would not have to be rejected, but that the time frame could be reduced to 60 or 90 days. Mr. Seeds questioned if all the phases are complete. Ms. Moffatt answered that they are not.

Ms. Delores Smith, 116 Leonard Lane, questioned if the improvement guarantees would include the driveways. Mr. Wolfe noted that it would not. Ms. Smith explained that the residents only own what is inside the walls of the structures, and that the driveways are common ground. She questioned why Mr. Kessler would not be responsible for the driveways. Mr. Wolfe stated that he was not saying that Mr. Kessler was not responsible; rather that they are not considered a public improvement that the Township holds financial security for. He noted that it could be part of the sales agreement, or a private issue between the residents and the owner. He noted that he is

not familiar with the sales agreement that the residents signed. Ms. Smith suggested that it is not right that he can continue to sell more homes when he “stuck it to” the residents.

Mr. Hawk questioned if the residents have a homeowners association. Ms. Moffatt answered that they do. Mr. Crissman questioned if the leadership talked with the new owner. Mr. Mason explained that the Homeowners Association is made up of three members, and two of the members are from Cornerstone. Ms. Moffatt noted that the residents have no say.

Ms. Smith noted that she is very disappointed with the entire system. She noted that the senior community needs to know which way to turn for help. Mr. Hawk explained that the Township couldn’t control the snow removal because the roads are not dedicated. He explained that the Board could approve the new owners’ improvement guarantee, or reject both requests, and have them meet with the residents to determine who is going to do what. Ms. Smith suggested that that is what the residents need. Mr. Crissman noted that if the Board rejects the improvement guarantee requests, it might give the residents some leverage to sit down with the former and new owners to demand that the improvements be made. Mr. Seeds noted that since Mr. Kessler had sold the development it would put the responsibility on the new owners, and they would not have any legal responsibility until the improvement guarantees are approved. Mr. Stine suggested that the Board could table action on the improvement guarantees to allow two weeks for the parties to come to terms with the problems. Mr. Hawk agreed that this would be a good idea.

Mr. Jack Mason, 135 Leonard Lane, noted that there is an 89-year old woman who lives across the street from him, and she recently fell due to the neglect of the driveways and roads. He noted that it is dangerous to walk in the area from all the loose stones, and explained that he has

lived there for over two years, and questioned how much longer the people should wait for the streets to be paved.

Mr. Crissman noted that he would prefer to table action to allow the Township to sort through the problem. He suggested that it would be better to wait the two weeks until the next meeting to take any action. Mr. Mason noted that there are many older people who live in the area that could hurt themselves, and he would like to see something done.

Ms. Moffatt questioned if the Board would table action to discuss the issue, would they include Mr. Kessler and Cornerstone as well. Mr. Crissman answered that the Township needs to determine who should get together to resolve these issues. Ms. Moffatt questioned if the residents could be a part of this meeting. Mr. Hawk noted that the Township could bring the problem to the attention of the former and new owners, and suggest that they should meet with the residents of Phase I of Meadowview to let them know what they intend to do. Ms. Moffatt suggested that the owners should be given a deadline to do this. Mr. Blain noted that there is a deadline in place for Mr. Kessler to complete the work unless he comes to the Board requesting an extension. He noted that he recommends to approve the release of Mr. Kessler and move the responsibility to the new owner, to inform the new owner that he has 60-days to complete the work, and if it is not completed in that time period, then the Township would use the funds to pave the roads.

Mr. Gill Robinson, 133 Leonard Lane, questioned if any Board members have driven in the development recently. Mr. Crissman answered that he has. Mr. Robinson questioned if he knew the conditions of the streets. Mr. Crissman answered that he did, but he noted that the driveway that he has used was in good shape. Mr. Robinson noted that his driveway has a ramp of very coarse asphalt, and it is breaking away. He noted that his lawn is a combination of stone

and asphalt from the snow blowers. Mr. Crissman noted that the Township has nothing to do with the driveways, and suggested that this would need to be covered by the Homeowners Association, and may require a law suit against the owner. He noted that it is privately owned.

Mr. Crissman made a motion to table the two improvement guarantees for Meadowview Village, the release and the new application in the amount of \$124,855.55. Mr. Seeds seconded the motion.

Mr. Blain noted that, Cornerstone, by applying for the bond to do the improvements, is acknowledging the fact that they would be held responsible for completing the work. He suggested that the Township could end up spending two more weeks to get the parties together to discuss whose responsibility it is to complete the work when this is already known. He suggested that it would be better to approve the improvement guarantees, and then give the new owners 60-days to complete the work. He suggested that this would make more sense, but they would probably request an extension of a year to complete the work. Mr. Crissman answered that he did not think anyone would be willing to give the new owners an extension for that long a time period. Mr. Blain questioned why the process should be delayed by two more weeks when the extension for the work would not be granted. Mr. Seeds noted that he is not aware of the phasing schedule for the completion of the work. Mr. Blain suggested that getting the owners and residents together will not ensure that the work would be completed in 60 days, but rather the new owners should be told that they have 60-days to complete the work.

Mr. Hawk suggested, for the peace of mind of the residents, it would be better to get the parties together, and two weeks would not be that much of a delay.

Mr. Yale Lainer, 123 Leonard Lane, noted that he spoke to someone from the Township last year, and was told that the bond was held by the Township, and if Mr. Kessler did not

complete the work by a certain time, the Township would take the money and complete the work. He questioned why the Township could not do this. Mr. Crissman explained that the bond does not expire until 2007, and that is why this is being discussed, to bring the issue to closure in the best interest of the residents.

Mr. Seeds suggested that the developer could not be made to finish a road if the properties have not been built, but he should final pave the areas that have been completed.

Mr. Crissman noted that his concern is that there may be something in the proposal that states that they do not have to make the improvements until the project is completed. He noted that he would like the two owners to come together to resolve the problems. Mr. Crissman questioned, if by tabling the improvement guarantees, would it trigger something, or does the Township need to initiate the solution. Mr. Wolfe noted that the Township would notify Mr. Kessler of the Board's decision. He suggested that the transfer of the improvement guarantee might be part of the sales agreement between Mr. Kessler and Cornerstone. He suggested that this would trigger something in the process to speed things along.

Mr. Hawk called for a voice vote: Mr. Blain, aye; Mr. Crissman, aye; Mr. Seeds, aye; and Mr. Hawk, aye.

Ms. Moffatt questioned, when a builder develops in different phases, how can the builder be permitted to start Phase II when they never completed Phase I. Mr. Crissman explained that a developer could state that it would be cheaper to put the final blacktop on all the roads at one time rather than doing it in each phase. He noted that sometimes a developer will request this as part of the plan, and he explained that he did not know the requirements for this development. He noted that this needs to be sorted out.

Mr. Wolfe noted that this motion did not include the Meadowview Office Building.

Mr. Crissman made a motion to table the two improvement guarantees for the Meadowview Office Building for \$36,745.50. Mr. Blain seconded the motion, and a unanimous voice vote followed.

Mr. Wolfe suggested that the residents of Meadowview Village should attend the next meeting scheduled for Monday, May 15, 2006.

Payment of Bills

Mr. Seeds made a motion to pay the bills of Lower Paxton Township and Lower Paxton Township Authority. Mr. Crissman seconded the motion, and a unanimous vote followed.

Adjournment

There being no further business, Mr. Blain made a motion to adjourn the meeting. Mr. Crissman seconded the motion, and a unanimous vote followed. The meeting adjourned at 8:47 p.m.

Respectfully submitted,

Maureen Heberle

Approved by:

Gary A. Crissman
Authority Secretary